

PART I - THE SCHEDULE**SECTION F - DELIVERIES OR PERFORMANCE****F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<u>Federal Acquisition Regulations</u>	www.arnet.gov/far
<u>Department of Energy Acquisition Regulations</u>	www.pr.doe.gov/dear.html

FEDERAL ACQUISITION REGULATION (48 FAR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER Alternate 1 (APR 1984)

F.2 STOP-WORK AND SHUTDOWN AUTHORIZATION

- (a) All contractor and the Department of Energy (DOE) employees have the right to stop any activity, regardless of who is performing the activity, if continuation of that activity would either be considered an imminent danger situation or have a negative impact on the environment, safety or health of the site, the site workers, or the public. The employee shall immediately notify the DOE CO when work is stopped pursuant to this paragraph.
- (b) An imminent danger situation exists when any condition or practice could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through enforcement procedures.
- (c) A negative impact on the environment, safety or health of the site, the site workers, or the public includes situations that result in unplanned releases to the environment, uncontrolled exposures to workers or the public, or programmatic failures which could result in these situations.
- (d) As stated in the Section I, 970.5223-1, "Integration of Environment, Safety, and Health into Work Planning and Execution," the CO may at any

time during the performance of this contract issue an order stopping work in whole or in part due to environmental, safety, and health reasons.

- (e) This clause flows down to all subcontractors at all tiers. Therefore, the contractor shall insert a clause, modified appropriately to substitute “contractor representatives” for “the CO” in all subcontracts containing the 970.5223-1, “Integration of Environment, Safety, and Health into Work Planning and Execution” clause.

F.3 TERM OF THE CONTRACT

The period of this contract is January 1, 2003, through September 30, 2006, (which is the target completion date) or earlier.

F.4 DELIVERIES

All products, reports, and deliverables under this contract shall be delivered to the CO shown in Section H, or duly authorized representative of the CO, as designated in writing by the CO.

F.5 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this contract shall be within the site boundaries of the Miamisburg Closure Project (MCP), in Miamisburg, Ohio.

F.6 DECLARATION OF PROJECT COMPLETION

Upon physical completion of the contract requirements as set forth in the Statement of Work, the contractor shall prepare a letter declaring that the MCP has been physically completed. When the contractor submits such a letter, the DOE will have 14 business days to concur on the contractor’s declaration. If the DOE non-concurs with the contractor’s declaration, the DOE will provide the contractor with a list of material deficiencies within 30 calendar days, and provide a schedule for completing those deficiencies. For the fee calculation, the actual completion date will be the date the contractor submits its declaration. However, the cost to complete the list of material deficiencies shall be considered unallowable.

Upon completion of the material deficiencies, the contractor shall submit an addendum to its letter of physical completion. In the event the DOE determines that some of the above deficiencies still exist, the contractor will be notified within 14 calendar days. Costs incurred to correct these deficiencies will also be considered unallowable. The above procedures will continue until the DOE accepts correction of remaining deficiencies. Only then will the final fee payment be released to the contractor.

F.7 CONTRACT CLOSEOUT

Concurrent with the contractor's declaration of physical completion of the contract, as described in F.6, above, the contractor shall submit a separate plan including budget and schedule for close-out of the contract. The Contract Close-out Plan shall include all remaining administrative matters necessary to close out the contract, including but not limited to: resolution of remaining and open litigation; audit of indirect costs; remaining records disposition required by the Government; ongoing monitoring and stewardship costs; or any other activities required by Section I, 52.216-7, "Allowable Cost and Payment."